

Declaration and Power of Attorney For Patent Application

English Language Declaration

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

METHOD AND SYSTEM FOR ELECTRONIC DISTRIBUTION OF PRODUCT REDEMPTION COUPONS

the specification of which

(check one)

is attached hereto.

was filed on April 19, 1995 as United States Application No. or PCT International Application Number 08/425,185
and was amended on _____

(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

(Number)	(Country)	(Day/Month/Year Filed)	<input type="checkbox"/>	<input type="checkbox"/>
(Number)	(Country)	(Day/Month/Year Filed)	<input type="checkbox"/>	<input type="checkbox"/>
(Number)	(Country)	(Day/Month/Year Filed)	<input type="checkbox"/>	<input type="checkbox"/>

Yes No

I hereby claim the benefit under Title 35, U. S. C., Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, U. S. C., Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, C. F. R., Section 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. *(list name and registration number)*

Anthony R. Barkume, Reg. No. 33,831

Send Correspondence to: **Anthony R. Barkume, Esq.**
20 Gateway Lane
Manorville, New York 11949

Direct Telephone Calls to: *(name and telephone number)*
Anthony R. Barkume (516) 878-0526

Full name of sole or first inventor Craig W. Barnett	5-9-95
Sole or first inventor's signature <i>Barnett</i>	Date
Residence PRINCETON N.J.	
Citizenship U.S.	
Post Office Address 16 ASTOR CT	
PRINCETON NJ 08540	

Full name of second inventor, if any Karen R. Reisner	
Second inventor's signature <i>Karen R. Reisner</i>	Date
Residence 3 PRINCETON N.J.	5/9/95
Citizenship SOUTH AFRICA	
Post Office Address 16. ASTOR CT	
PRINCETON NJ 08540	

Full name of third inventor, if any Mark Braunstein	
Third inventor's signature <i>Mark Braunstein</i>	Date
Residence 405654 ST	5/9/95
Citizenship JS	
Post Office Address 405654 NYC 10020	

Full name of fourth inventor, if any	
Fourth inventor's signature	Date
Residence	
Citizenship	
Post Office Address	

MAY 28 '99 26:05PM J. & WILLIAMS

P. 3/4

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:) Attorney Docket No. 18508.010100
Craig BARNETT, et al.)
Serial Number: 08/425,185) Group Art Unit: 2761
Filed: April 19, 1995) Examiner: Poinvil, P.

**Title: METHOD AND SYSTEM FOR ELECTRONIC
DISTRIBUTION OF PRODUCT REDEMPTION COUPONS**

Assistant Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231

Sir.

ASSOCIATE POWER OF ATTORNEY

I, Anthony R. Barkume, being an Attorney of Record in the captioned application, hereby
appoint:

GATTO, James G.	Registration No. 32,694;	BROWN, Tyler S.	Registration No. 36,465
SCOTT, Thomas J.	Registration No. 27,836;	LINK, Jonathan L.	Registration No. 41,548
AKSMAN, Stanislaus	Registration No. 28,562;	CUNEO, Christopher J.	Registration No. 42,450
SCHREINER, Stephen T.	Registration No. 43,097;	VALENCIA, Raphael	Registration No. 43,216
CAMPBELL, Christopher C.	Registration No. 37,291;	DUNLEAVY, Kevin J.	Registration No. 32,024
EUROKER, Brian M.	Registration No. 39,125;	WOOLSTON, Thomas G.	Registration No. 40,235
DUNCAN, Kevin	Registration No. 41,495;	GEORGELLIS, George B.	Registration No. 43,632
BALDERSTON, Scott D.	Registration No. 35,436;		

of the law firm of Hunton & Williams, as Associate Attorneys of Record with full power to prosecute the above-identified patent application and to transact all business in the United States Patent and Trademark Office in connection therewith.

MAY 28 '99 06:05PM & WILLIAMS

PAGE 00

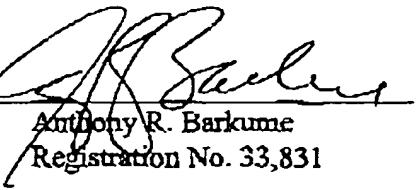
Serial No.: 08/425,185
Docket No.: 1858.010100
Page 2

Please forward all correspondence to the address listed below:

HUNTON & WILLIAMS
1900 K. STREET, N.W.
SUITE 1200
WASHINGTON, D.C. 20006

Respectfully submitted,

Dated: 5/29/99

By: 

Anthony R. Barkume
Registration No. 33,831

14 South Main Street
Suite 200
Sayville, New York 11782

PATENT
Attorney Docket No. 55534.000003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)
Craig W. BARNETT et al.) Group Art Unit: 2761
Serial No.: 08/425,185) Examiner: F. PONVIL
Filed: April 19, 1995)

For: METHOD AND SYSTEM FOR ELECTRONIC DISTRIBUTION OF
PRODUCT REDEMPTION COUPONS

CHANGE OF ATTORNEY'S ADDRESS

Box CN
Commissioner for Patents and Trademarks
Washington, D.C. 20231

Sir:

Please send all future correspondence for this application as follows:

James G. Gatto, Esq.
HUNTON & WILLIAMS
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109

Respectfully submitted,

HUNTON & WILLIAMS

Dated: June 1, 1999

By: Tyler S. Brown
Tyler S. Brown
Registration No. 36,465

Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(202) 955-1500 (Telephone)
(202) 778-2201 (Facsimile)

ONLY PATENTS & PAT. APPLNS.PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

IQ Value, L.L.C.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

netValue, Inc.

Address: 480 San Antonio road Suite 210
Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:Reassignment

Execution Date: June 2, 1999

4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s). First Inventor
(series code/serial number) if not in Item 1

08/425,185

B. Patent No(s). First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Applns. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40.00 = \$40.00

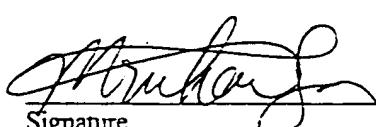
8. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

4

Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

je912 U.S. PRO
09/05/01

**REASSIGNMENT OF PATENTS, PATENT APPLICATIONS, PATENT LICENSES,
INVENTIONS AND IMPROVEMENTS, TRADEMARKS, TRADEMARK
REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

THIS IS A REASSIGNMENT of certain patents, patent applications, patent licenses, inventions and improvements and all rights to the subject matter therein, and certain trademarks, trademark registrations, trademark applications and trademark licenses between BrightStreet, Inc (formerly netValue, Inc.), a Delaware corporation with its principle executive office at 480 San Antonio Road Suite 210 Mountain View, CA 94040 ("Reassignee"), and IQ Value, LLC, a corporation having a principal address at 171 East 62nd Street, New York, New York 10021 ("Reassignor").

WHEREAS, by executed Collateral Assignment dated March 11, 1998 (hereinafter the "Collateral Assignment"), Reassignee collaterally assigned to Reassignor, in order to secure the timely satisfaction of certain obligations, certain industrial property rights including pending patent applications on inventions and improvements attached hereto as Schedule A; and all products and proceeds of the intellectual property rights, including without limitation, licenses, royalties and proceeds from infringement suits; and all trademarks, trademark applications, trademark registrations and trademark licenses set forth in Schedule B attached hereto.

WHEREAS, the Reassignee complied with each of the provisions of the Collateral Assignment and a Termination Agreement dated June 2, 1999 (hereinafter the "termination Agreement") and seeks reassignment of the aforesaid rights assigned in the Collateral Assignment and set forth in the attached Schedules A and B, it is hereby agreed as follows.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us hand paid, the compliance by Reassignee with terms of the aforesaid Collateral Assignment and Termination Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Reassignor have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said Reassignee,

(a) the entire right, title and interest in and to said patents, patent applications, inventions and improvements set forth in Schedule A, and all rights conveyed in the Collateral Assignment thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries or regional or non-U.S. patent offices, and any reissue or reexaminations or extension or extensions of said Letters Patent, and assign to and authorize said Reassignee to file in our name applications for Letters Patent in all countries the same to be held and enjoyed by said Reassignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted,

reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made; and

(b) the entire right, title and interest in and to said trademarks, trademark applications, trademark registrations and trademark licenses set forth in the Collateral Assignment and Schedule B hereto, and the goodwill and business appurtenant thereto, and to and under any and all Registrations which may be granted on or as a result thereof in the United States and any and all other countries or regional trademark registration authorities, where said rights may be registered, issued, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made

AND, we hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and delivery all such papers as may be necessary or desirable to perfect the title to said rights reassigned herein to said Reassignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to said Reassignee, or to its nominee all known facts respecting said rights, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Reassignee, their successors, assigns, nominees and legal representatives to obtain and enforce for their own benefit proper protection for said rights, all at the expense, however, of said Reassignee, its successors, assigns, nominees or legal representatives.

AND, we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, or foreign regional patent or trademark authority, whose duty it is to issue patents and trademark registrations on applications as aforesaid, to issue to said Reassignee, as Reassignee of the entire right, title and interest, any and all Letters Patent and Trademark Registrations for said inventions or improvements or trademarks, including any and all Letters Patent and Trademark Registrations of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this reassignment.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

IQ Value, LLC

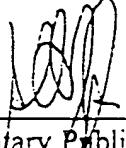
by J. R. R. (L.S)
Title: President

STATE OF NEW YORK

: SS

COUNTY of Pelham

On this 9 day of JUNE 1999, before me personally came the above
GARY R. BLAU to me personally known and known to me to be the same individual who
executed the foregoing Assignment, and who acknowledged to me that he executed the same of his
own free will for the use and purposes therein set forth.



Notary Public

KENNETH M. NASS
Notary Public, State of New York
No. 60-4021108
Qualified in Westchester County
Commission Expires Aug 31, 19_____
99

ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

netValue, Inc.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):
BrightStreet.com, Inc.Address: 480 San Antonio road Suite 210
Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:Change of Name

Execution Date: March 18, 1999

4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s).
(series code/serial number) First Inventor
if not in Item 1

08/425,185

B. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)

6. Number involved:

Applns. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40 = \$40.00

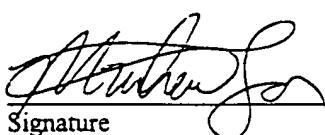
8. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.
Signature10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

7

Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

JC912 U.S. PRO
09/754378
01/05/01

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NETVALUE, INC.", CHANGING ITS NAME FROM "NETVALUE, INC." TO "BRIGHTSTREET.COM, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2638989 8100

991135223



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION: 9675998

DATE: 04-08-99

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/07/1999
991175223 - 2538989

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
NETVALUE, INC.

NETVALUE, INC., a corporation existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is netValue, Inc. The name under which the Corporation was originally incorporated was COL Acquisition Corp. The date of the filing of the Corporation's original Certificate of Incorporation was July 16, 1996. The date of the filing of the Corporation's first Restated Certificate of Incorporation was November 6, 1996 and it was filed under the name VSquared, Inc. The date of the filing of the Corporation's second Restated Certificate of Incorporation was September 15, 1998 and it was filed under the name netValue, inc.

SECOND: This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of the Corporation.

THIRD: This Restated Certificate of Incorporation was duly adopted by written consent of the stockholders of the Corporation in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

FOURTH: The text of the Certificate of Incorporation as amended heretofore is further amended hereby to read as herein set forth in full:

1. The name of the corporation is:

BrightStreet.com, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, located in the County of New Castle, Delaware. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as amended (the

"DGCL").

4. The authorized capital stock of the Corporation shall consist of 50,000,000 shares of which 1,000,000 shall be Preferred Stock, with a par value of \$0.001 per share, and 49,000,000 shall be Common Stock, with a par value of \$0.001 per share, and the voting powers, designations, preferences and relative, participating, optional or other special qualifications, limitations or restrictions thereof are set forth hereinafter:

(a) The Preferred Stock may be issued in one or more series, each of which shall be distinctively designated, shall rank equally and shall be identical in all respects except as otherwise provided in subsection (b) of this Section 4.

(b) Authority is hereby vested in the Board of Directors to issue from time to time the Preferred Stock of any series and to state in the resolution or resolutions providing for the issuance of shares of any series the voting powers, if any, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the law of the State of Delaware in respect of the matters set forth in the following clauses (i) to (viii) inclusive:

- (i) the number of shares to constitute such series, and the distinctive designations thereof;
- (ii) the voting powers, full or limited, if any, of such series;
- (iii) the rate of dividends payable on shares of such series, the conditions on which and the times when such dividends are payable, the preference to, or the relation to, the payment of the dividends payable on any other class, classes or series of stock, whether cumulative or non-cumulative and, if cumulative, the date from which dividends on shares of such series shall be cumulative;
- (iv) the redemption price or prices, if any, and the terms and conditions on which shares of such series shall be redeemable;
- (v) the requirement of any sinking fund or funds to be applied to the purchase or redemption of shares of such series and, if so, the amount of such fund or funds and the manner of application;
- (vi) the rights of shares of such series upon the liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation;
- (vii) the rights, if any, of the holders of shares of such series to convert such shares into, or to exchange such shares for, shares of any other class, classes or

series of stock and the price or prices or the rates of exchange and the adjustments at which such shares shall be convertible or exchangeable, and any other terms and conditions of such conversion or exchange; and

(viii) any other preferences and relative, participating, optional or other special rights of shares of such series, and qualifications, limitations or restrictions including, without limitation, any restriction on an increase in the number of shares of any series theretofore authorized and any qualifications, limitations or restrictions of rights or powers to which shares of any future series shall be subject.

(c) The number of authorized shares of Preferred Stock may be increased or decreased by the affirmative vote of the holders of a majority of the votes of all classes of voting securities of the Corporation without a class vote of the Preferred Stock, or any series thereof, except as otherwise provided in the resolution or resolutions fixing the voting rights of any series of the Preferred Stock.

5. The Corporation is to have perpetual existence.
6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation. Elections of Directors need not be written ballot unless the By-Laws of the Corporation shall so provide.
7. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.
8. A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director except for liability (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the Director derived any improper personal benefit.
9. The corporation shall, to the full extent permitted by Section 145 of the DGCL, indemnify all persons whom it may indemnify pursuant thereto.
10. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the

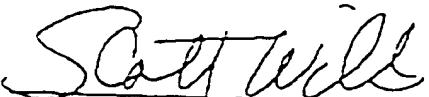
provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by R. Scott Wills, its President and Chief Executive Officer, this 13th day of March, 1999.

(corporate seal)

netValue, inc.

By:



R. Scott Wills
President and Chief Executive Officer

ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

Golden Eagle Partners

Additional name(s) of conveying party(ies) attached? [] yes [X] no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

BrightStreet.com, Inc.

Address: 480 San Antonio road Suite 210

Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? [] yes [X] no

3. Nature of Conveyance:

Reassignment

Execution Date: September 14, 1999

4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? [] yes [X] no

A. Patent Application No(s).
series code/serial number First Inventor
if not in Item 1

08/425,185

B.. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
 Hunton & Williams
 1900 K Street, N.W., Suite 1200
 Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Applns. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40 = \$40.008. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

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Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

JCS12 U.S. PTO
09/754278

01/05/01

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

Golden Eagle Partners

by John F. McGlinn II

Title: PRESIDENT, TARBHAN ASSOCIATES, INC.

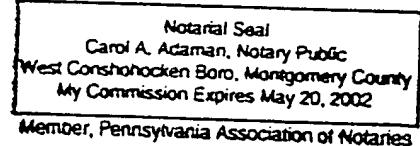
GENERAL PARTNER, GOLDEN EAGLE PARTNERS

STATE OF Pennsylvania :

COUNTY of Montgomery : SS

On this 14th day of September 1999, before me personally came the above John F. McGlinn II to me personally known and known to me to be the same individual who executed the foregoing Reassignment, and who acknowledged to me that he executed the same of his own free will for the use and purposes therein set forth.

Carol A. Adaman
Notary Public



SCHEDULE A

Trademarks, Trademark Registrations and Trademark Applications

Registered

Publication

Registration No.

Mark

Serial No.

Date

NONE

Applications

Mark

Serial No.

Date of Application

COUPONS ONLINE

74/666,559

Notice of allowance issued
May 28, 1996; extension to
file a Statement of Use
granted on January 8, 1998

I-VALUE

75/415,133

January 8, 1998

NETVALUE

75/415,131

January 8, 1998

netValue and Design

75/415,132

January 8, 1998

INTERNET MARKETING
AND RESEARCH INSTITUTE.

75/415,130

January 8, 1998

SCHEDULE B

Trademark Licenses

NONE

SCHEDULE C

Patents, Patent Applications and Patent Licenses

Patents

NONE

Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Application for Letters Patent: “Method and System for Electronic Distribution of Product Redemption Coupons”	08/425,185	April 19, 1995
Continuation “Method and System for Electronic Distribution of Product Redemption Coupons”	09/065,545	April 24, 1998
Continuation “Method and System for Electronic Distribution of Product Redemption Coupons”	09/321,597	May 28, 1999
PCT Application “Method and System for Electronic Distribution of Product Redemption Coupons”	PCT/US98/06898	April 6, 1998

Patent Licenses

NONE

ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

VDC Corporation, Ltd.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

BrightStreet.com, Inc.

Address: 480 San Antonio road Suite 210
Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:ReassignmentExecution Date: September 14, 19994. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s).
(series code/serial number) First Inventor
if not in Item 1

08/425,185

B. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Appls. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40 = \$40.00

8. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

6

Attorney: Matthew Pryor
Reg. No. P-45,278Date: September 23, 1999Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

JC912 U.S. PTO
09/05/01

REASSIGNMENT OF PATENTS, PATENT APPLICATIONS, PATENT LICENSES,
INVENTIONS AND IMPROVEMENTS, TRADEMARKS, TRADEMARK
REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

THIS IS AN ACKNOWLEDGMENT OF A REASSIGNMENT of certain patents, patent applications, patent licenses, inventions and improvements and all intellectual property rights to the subject matter therein, and certain trademarks, trademark registrations, trademark applications and trademark licenses and all intellectual property rights to the subject matter therein, from VDC Corporation, Ltd., a corporation having a principal address at Bermuda Commercial Bank Bldg, 44 Church Street, Harrington HM 12 Bermuda ("Reassignor") to BrightStreet.com, Inc. (f/k/a netValue, Inc.), a Delaware corporation with its principle executive office at 480 San Antonio Road Suite 210 Mountain View, CA 94040 ("Reassignee").

WHEREAS, by executed Patent Collateral Assignment and Security Agreement dated January 17, 1997 (the "Patent Collateral Assignment") and executed Trademark Collateral Security and Pledge Agreement dated as of January 17, 1997 (the "Trademark Collateral Assignment"), Reassignee collaterally assigned to Reassignor certain intellectual property rights including patent collateral comprising patents, patent license rights, and all other pending patent applications on inventions and improvements attached hereto as Schedule A; and all trademarks, trademark applications, trademark registrations and trademark licenses set forth in Schedule B attached hereto; and all products and proceeds of the intellectual property rights, including without limitation, licenses, royalties and proceeds from infringement suits

WHEREAS, Reassignee complied with each of the provisions of the Patent Collateral Assignment and Trademark Collateral Assignment by January 1998.

WHEREAS, Reassignee desires reassignment of said intellectual property rights including those listed on Schedules A and B.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, the compliance by Reassignee with terms of the Collateral Assignment and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reassignor agrees as follows:

§ 1. Definitions: Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Collateral Assignment.

§ 2. Reassignment of Intellectual Property Rights. Reassignor has granted, assigned, transferred and conveyed to said Reassignee, the following intellectual property rights:

(a) the entire right, title and interest in and to said Patent Collateral, including Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds



(including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property, including the Patent Collateral set forth in schedule A.

(b) the entire right, title and interest held by Reassignor in and to said Pledged Trademarks, Trademark Registrations, Trademark Rights and Trademark License Rights set forth in Schedule B, and all other Related Assets and other rights conveyed or referred to in the Trademark Collateral Assignment, and the goodwill and business appurtenant thereto, and to, and under, any and all Registrations which may be granted on or as a result thereof in the United States and any and all other countries where said rights may be registered, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made;

~~AND, Reassignor hereby covenants that it had full right to convey the entire interest herein acknowledged, and that it has not executed, and will not execute any agreement in conflict herewith, and it further covenants and agrees that it will, each time request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said rights reassigned herein to said Reassignee, its successors, assigns, nominees or legal representatives, and it agrees to communicate to said Reassignee, or to its nominee all known facts respecting said rights, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Reassignee, their successors, assigns, nominees and legal representatives to obtain and enforce for their own benefit proper protection for said rights, all at the expense, however, of said Reassignee, its successors, assigns, nominees or legal representatives;~~

AND, Reassignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents and trademark registrations on applications as aforesaid, to issue to said Reassignee, any and all Letters Patent and Trademark Registrations for said inventions or improvements or trademarks, including any and all Letters Patent and Trademark Registrations of the United States which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this reassignment.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

VDC Communications, Inc., successor by merger to VDC Corporation Ltd.

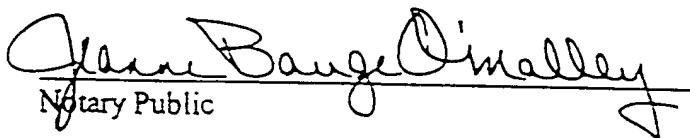
by 

Title: Chairman & C.E.O.

STATE OF CONNECTICUT : SS
COUNTY of Fairfield :

On this 14th day of September 1999, before me personally came the
above Frederick A. Moran to me personally known and known to me to be the
same individual who executed the foregoing Assignment, and who acknowledged to me that he
executed the same of his own free will for the use and purposes therein set forth.

JEANNE BAUGE O'MALLEY
NOTARY PUBLIC
NY COMMISSION EXPIRES APR. 30, 2004


Notary Public

SCHEDULE A

Patents, Patent Applications and Patent Licenses

Patents

NONE

Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Application for Letters Patent: "Method and System for Electronic Distribution of Product Redemption Coupons"	08/425,185	April 19, 1995
Continuation "Method and System for Electronic Distribution of Product Redemption Coupons"	09/065,545	April 24, 1998
Continuation "Method and System for Electronic Distribution of Product Redemption Coupons"	09/321,597	May 28 1999
PCT Application "Method and System for Electronic Distribution of Product Redemption Coupons"	PCT/US98/06898	April 6, 1998

Patent Licenses

NONE



SCHEDULE B

Trademark, Trademark Registration and Trademark Applications

Registered

NONE

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date of Application</u>
COUPONS ONLINE	74/666,559	Notice of allowance issued May 28, 1996; extension to file a Statement of Use granted on January 8, 1998
I-VALUE	75/415,133	January 8, 1998
NETVALUE	75/415,131	January 8, 1998
netValue and Design	75/415,132	January 8, 1998
INTERNET MARKETING AND RESEARCH INSTITUTE.	75/415,130	January 8, 1998

Path: DOCSOPEN\WASHINGT\0280855534\000010\24SZ05!.DOC; Doc #: 99179; V. 5; Doc Name: VDC
Reassignment; Author: PRYOR, MATTHEW G., 02808



ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):
VSquared, Inc.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):
netValue, Inc.Address: 480 San Antonio road Suite 210
Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:

Change of Name

Execution Date: October 16, 1996

4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s).
(series code/serial number) First Inventor
if not in Item 1

08/425,185

B. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Applns. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40.00 = \$40.00

8. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

6

Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

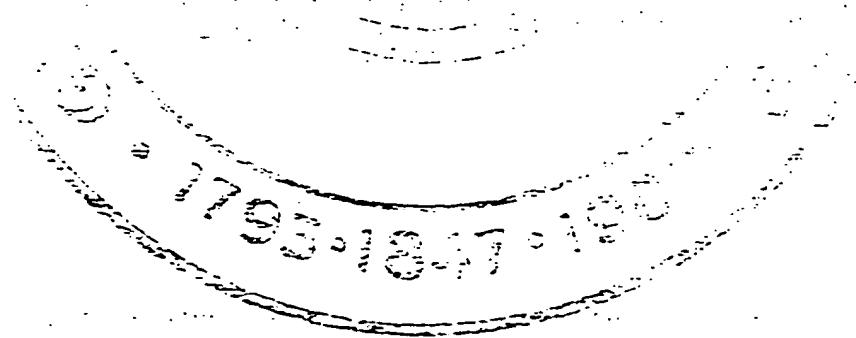
Tel: 202-955-1500

Fax: 202-778-2201

JC912 U.S. PTO
09/12/98
01/05/01

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VSQUARED, INC.", CHANGING ITS NAME FROM "VSQUARED, INC." TO "NETVALUE, INC.", FILED IN THIS OFFICE ON THE SIXTH DAY OF NOVEMBER, A.D. 1996, AT 11:30 O'CLOCK A.M.



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION:

2638989 8100

8211354

960346625

DATE:

11-26-96

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

VSQUARED, INC.

VSQUARED, INC., a corporation existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is VSquared, Inc. The name under which the Corporation was originally incorporated was COL Acquisition Corp. The date of the filing of the Corporation's original Certificate of Incorporation was July 16, 1996.

SECOND: This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of the Corporation.

THIRD: This Restated Certificate of Incorporation was duly adopted by written consent of the stockholders of the Corporation in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

FOURTH: The text of the Certificate of Incorporation as amended heretofore is further amended hereby to read as herein set forth in full:

1. The name of the corporation is:

NETVALUE, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, located in the County of New Castle, Delaware. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as amended (the "DGCL").

4. The authorized capital stock of the Corporation shall consist of 25,000,000 shares of which 1,000,000 shall be Preferred Stock, with a par value of \$0.001 per share, and 24,000,000 shall be Common Stock, with a par value of \$0.001 per share, and the voting powers, designations, preferences and relative, participating, optional or other special qualifications, limitations or restrictions thereof are set forth hereinafter.

(a) The Preferred Stock may be issued in one or more series, each of which shall be distinctively designated, shall rank equally and shall be identical in all respects except as otherwise provided in subsection (b) of this Section 4.

(b) Authority is hereby vested in the Board of Directors to issue from time to time the Preferred Stock of any series and to state in the resolution or resolutions providing for the issuance of shares of any series the voting powers, if any, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the law of the State of Delaware in respect of the matters set forth in the following clauses (i) to (viii) inclusive:

- (i) the number of shares to constitute such series, and the distinctive designations thereof;
- (ii) the voting powers, full or limited, if any, of such series;
- (iii) the rate of dividends payable on shares of such series, the conditions on which and the times when such dividends are payable, the preference to, or the relation to, the payment of the dividends payable on any other class, classes or series of stock, whether cumulative or non-cumulative and, if cumulative, the date from which dividends on shares of such series shall be cumulative;
- (iv) the redemption price or prices, if any, and the terms and conditions on which shares of such series shall be redeemable;
- (v) the requirement of any sinking fund or funds to be applied to the purchase or redemption of shares of such series and, if so, the amount of such fund or funds and the manner of application;
- (vi) the rights of shares of such series upon the liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation;
- (vii) the rights, if any, of the holders of shares of such series to convert such shares into, or to exchange such shares for, shares of any other class, classes or series of stock and the price or prices or the rates of exchange and the adjustments at which such shares shall be convertible or exchangeable, and any other terms and conditions of such conversion or exchange; and
- (viii) any other preferences and relative, participating, optional or other special rights of shares of such series, and qualifications, limitations or restrictions including, without limitation, any restriction on an increase in the number of shares of any series theretofore authorized and any qualifications, limitations or restrictions of rights or powers to which shares of any future series shall be subject.

(c) The number of authorized shares of Preferred Stock may be increased or decreased by the affirmative vote of the holders of a majority of the votes of all classes of voting securities of the Corporation without a class vote of the Preferred Stock, or any series thereof, except as otherwise provided in the resolution or resolutions fixing the voting rights of any series of the Preferred Stock.

5. The Corporation is to have perpetual existence.
6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation. Elections of Directors need not be written ballot unless the By-Laws of the Corporation shall so provide.
7. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.
8. A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director except for liability (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the Director derived any improper personal benefit.
9. The corporation shall, to the full extent permitted by Section 145 of the DGCL, indemnify all persons whom it may indemnify pursuant thereto.
10. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by
Michael A. Clark, its President, this 16th day of October, 1996.

[corporate seal]

VSQUARED, INC.

By:



Michael A. Clark, President



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 21, 1997

PTAS

GREENBERG TRAURIG ET AL.
LILE H. DEINARD, ESQ.
CITICORP CENTER
153 EAST 53RD STREET, 35TH FLOOR
NEW YORK, NEW YORK 10022



100339945A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/13/1997

REEL/FRAME: 1544/0793
NUMBER OF PAGES: 8

BRIEF: CHANGE OF NAME

ASSIGNOR:
VSQUARED, INC.

DOC DATE: 10/16/1995
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
NETVALUE, INC.
1 STAMFORD LANDING, 2ND FLOOR
STAMFORD, CONNECTICUT 06902

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

APPLICATION NUMBER: 74666559
REGISTRATION NUMBER:

FILING DATE: 04/26/1995
ISSUE DATE:

MARK: COUPONS ONLINE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

netValue, Inc.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

VDC Corporation, Ltd.

Address: 480 San Antonio Road Suite 210
Mountain View, CA 94040

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:

Collateral assignment

Execution Date: January 17, 1997

4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s).
(series code/serial number) First Inventor
if not in Item 1

08/425,185

B. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Appls. 1 + Pats: 0 = Total 17. Amount of fee enclosed:
Above Total x \$40 = \$40.008. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

12

Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

J912 U.S. PTO
09/05/01

5

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of January 17, 1997, between netValue, Inc., a Delaware corporation having its principal place of business at One Stamford Landing, Stamford, Connecticut 06901, (the "Assignor"), and VDC Corporation, Ltd., a Bermuda corporation, with its principal executive office located at Bermuda Commercial Bank Building, 44 Church Street, Harrington HM 12 Bermuda (the "Lender").

WHEREAS, the Assignor and the Lender are parties to a Loan and Security Agreement dated as of January 17, 1997, (as amended and in effect from time to time, the "Loan Agreements"), between the Assignor and the Lender;

WHEREAS, pursuant to the Loan Agreement the Assignor is required to execute and deliver to the Lender this Patent Agreement;

WHEREAS, the Assignor has executed and delivered to the Lender the Loan Agreement pursuant to which the Assignor has granted to the Lender a security interest in all of the Assignor's Assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Patent Agreement referred to below:

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third

parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all re-issues, continuations divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

§2. Grant of Security Interest. To secure the payment and performance in full of all of the

Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

§3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (a) Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned or licensed by the Assignor; (b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (e) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security interest created by the Loan Agreement and this Patent Agreement; (g) the Assignor has the unqualified right to enter into this Patent Agreement and perform its terms; (h) this Patent Agreement, together with the Loan Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (i) of this §3; and (i) except for the filing of financing statements with the state of Connecticut under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (2) for the perfection of the security interest granted hereby.

§4. No Transfer or Inconsistent Agreements. Without the Lender's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent Agreement or the Loan Agreement.

§5. After-acquired Patents, Etc.

(a) If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent

Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall promptly give to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request to grant a security interest therein.

(b) The Assignor authorizes the Lender upon written notice to Assignor to modify this Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under §2 or §5 hereof.

§6. Patent Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, grant enforcement or any other necessary or desirable actions in connection with the Patent Collateral, which Assignor, in its reasonable business judgment, deems appropriate and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender in connection with the Lender's title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby.

(b) The Assignor shall have the duty, through patent counsel acceptable to the Lender, to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Lender, which consent shall not be unreasonably withheld or delayed. The Lender hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this §6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Lender may terminate such agency by providing written notice of termination to the Assignor.

(c) The Assignor shall have the right to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. The Lender shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this §6.

(d) In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral which Assignor, in

its reasonable business judgment, deems appropriate. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral.

(e) Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Lender to dispose of any of the Patent Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

§7. License Back to Assignor. Unless and until there shall have occurred and be continuing an Event of Default and the Lender has notified the Assignor that the license granted hereunder is terminated, the Lender hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Lender by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the Assignor in this §7, without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed. Any such sublicenses granted on or after the date hereof shall be terminable by the Lender upon termination of the Assignor's license hereunder.

§8. Remedies. If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Assignor: (a) the Assignor's license with respect to the Patents as set forth in §7 shall terminate; (b) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (c) the Lender shall have, in addition to all other rights and remedies given it by this Patent Agreement, and the Loan Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Connecticut and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Loan Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least fifteen (15) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale

or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

§9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

§10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments for the Lender to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any causes, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this Patent Agreement.

§11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Patent Collateral.

§12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Patent Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Loan Agreement.

§13. Course of Dealing. No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

§14. Expenses. Any and all reasonable, out of pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including any taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.

§15. Overdue Amounts. Until paid, any amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

§16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

§17. Rights and Remedies Cumulative. All of the Lender's rights and remedies with respect to the Patent Collateral, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Loan Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Lender under the Loan Agreement.

§18. Notices. All notices and other communications made or required to be given pursuant to this Patent Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at One Stamford Landing, Stamford, Connecticut 06901, Facsimile No. (203) 363-3771, Attention: Michael A. Clark, President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, with copies to Klehr, Harrison, Harvey, Branzburg & Ellers, 1401 Walnut Street, Philadelphia, PA 19102, Attention: Michael C. Forman, Esq.; and

(b) if to the Lender, at Bermuda Commercial Bank Building, 44 Church Street, Harrington, HM, 12 Bermuda, Facsimile No. _____, Attention Graham Ferguson Lacey, President, with copies to Leonard H. Bloom, at 1101 Brickell Avenue, Suite 1400, Miami, Florida 33131, Facsimile No. (305) 372-8650 or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

§19. Amendment and Waiver. This Patent Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in §5(b). The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

§20. Governing Law; Consent to Jurisdiction. THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF CONNECTICUT. The Assignor agrees that any suit for the enforcement of this Patent Agreement may be brought in the courts of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

§21. Waiver of Jury Trial. THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. The

Assignor (a) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges that, in entering into the Loan Agreement, the Lender is relying upon, among other things, the waiver and certification contained in this §21.

§22. Miscellaneous. The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Loan Agreement, the provisions of the Loan Agreement, shall control. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

ASSIGNOR:

Subscribed and sworn to before me a.
Notary Public in and for the County
of _____
and State of Connecticut, this _____
day of _____ 19 _____.
GANIMEDES BARRERA
Notary Public
My Commission Expires June 30, 2000

netValue, Inc.

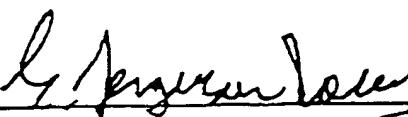
By: 

Name:

Title:

LENDER:

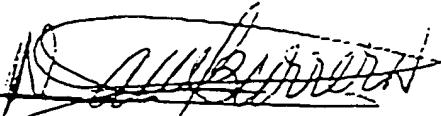
VDC CORPORATION, LTD.

By: 

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS: STANFORD
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17 day of MARCH 1997, personally appeared Michael A. CLARK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of NET VALUE and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My commission expires: JUNE 30, 2000

A:NETVALUE.AGR

Subscribed and sworn to before me on this
Notary Public in and for the County
of FAIRFIELD
and State of Connecticut, this 17
day of MARCH 19 97
GANIMEDES BARRERA
Notary Public
My Commission Expires June 30, 2000

SCHEDULE A

Patents, Patent Applications and Patent LicensesI. PATENTS

<u>Title</u>	<u>Patents No.</u>	<u>Date of Issue</u>
Application for Letter Patent	Serial No. 08/425,185	Date of Filing April 19, 1995

ONLY PATENTS & PAT. APPLNS.

PAT. APPLNS. & PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Wash., D.C. 20231

SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):

netValue, Inc.

Additional name(s) of conveying party(ies) attached? []yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

IQ Value, L.L.C.

Address: 171 East 62nd Street
New York, NY 10021

Country: USA

Additional name(s) & address(es) attached? []yes [X]no

3. Nature of Conveyance:

Collateral assignment

Execution Date: March 11, 1998

JG912 U.S. PTO
09/75437801/05/01
Barcode4. Execution date(s) on the Declaration if filed herewith:

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? []yes [X]no

A. Patent Application No(s).
(series code/serial number) First Inventor
if not in Item 1

08/425,185

B. Patent No(s).
First Inventor
if not in Item 15. Name and address of party to whom correspondence
concerning document should be mailed:Matthew Pryor
Hunton & Williams
1900 K Street, N.W., Suite 1200
Washington, D.C. 20006-1109
(see telephone number below)6. Number involved:
Applns. 1 + Pats: 0 = Total 1

7. Amount of fee enclosed:

Above Total x \$40 = \$40.00

8. If above fee missing or inadequate charge
insufficiency to Deposit Account number
50-0206 (duplicate sheet not required.)

5.5 Atty. Dkt.

55534.000003

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Signature

10. Total number of pages
including this cover sheet
(Do NOT file dup. cover sheet)

10

Attorney: Matthew Pryor
Reg. No. P-45,278

Date: September 23, 1999

Atty/Sec: JGG/MGP

Tel: 202-955-1500

Fax: 202-778-2201

5

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

(PATENTS, PATENT APPLICATIONS, PATENT
LICENSES, TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

This Collateral Assignment of Patents and Trademarks ("Assignment") is made as of the 11th day of March, 1998 between netValue, inc., a Delaware corporation with its principal executive office at 1960 Bronson Road, Building Two, Fairfield, Connecticut 06430 ("Assignor"), and IQ Value, L.L.C., having an office at 171 East 62nd Street, New York, New York 10021 ("Assignee").

BACKGROUND

A. i Assignor, subject to the assignments and security interests granted by (x) that certain Collateral Assignment of Patents and Trademarks dated as of June 17, 1997, between Assignor and Golden Eagle Partners ("Golden Eagle") (the "Golden Eagle Assignment Agreement") and (y) that certain Collateral Assignment of Patents and Trademarks dated as of December 19, 1997 between Assignor and Michael A. Clark (the "Clark Assignment Agreement" and collectively with the Golden Eagle Assignment Agreements, the "Existing Assignment Agreements"), (i) owns the trademarks (collectively, "Trademarks"), trademark registrations (collectively, "Trademark Registrations"), and trademark applications listed on Schedule A annexed hereto, (ii) is a party to the trademark licenses (collectively, "Trademark Licenses") listed on Schedule B annexed hereto, and (iii) owns the patents (collectively, "Patents") and patent applications and is a party to the patent licenses listed on Schedule C annexed hereto (collectively, the "Intellectual Property Rights").

B. Pursuant to that certain Letter of Intent dated February 11, 1998 between Assignor and Assignee, as amended on March 10, 1998, (as amended, the "Letter of Intent"), Assignee has advanced to or for the benefit of Assignor the amount of Five Hundred Thousand (\$500,000.00) Dollars (the "Advance") as an advance payment under a certain definitive licensing agreement (the "Licensing Agreement") which may be executed by and between Assignor and Assignee. Capitalized terms appearing herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Letter of Intent.

C. As collateral security for the repayment of the Advance in accordance with the terms of the Letter of Intent and Assignor's performance under the License Agreement (if and when executed by Assignor and Assignee), pursuant to a certain Security Agreement of even date herewith by Assignee in favor of Assignee, (collectively, the "Obligations") Assignor has granted to Assignee continuing liens and a security interest in all of Assignor's assets.

D. As conditions precedent to the willingness of Assignee to enter into the Letter of Intent and the License Agreement, Assignor is required to (i) grant, assign and convey to Assignee

all of Assignor's right, title and interest in and to the Patent and Trademark Collateral (as hereinafter defined), (ii) cause Golden Eagle and Michael A. Clark to execute and deliver an Intercreditor Agreement, pursuant to which the priority of the security interests created under the Existing Assignment Agreements will be subordinated to the security interest created hereby and Assignor is willing to do so on the terms and subject to the conditions of this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignment.

(a) Subject to Assignee's fulfillment of the condition set forth in Subparagraph (c), to secure the complete and timely satisfaction of the Obligations, Assignor hereby grants, assigns and conveys to Assignee, for the benefit the Buyers, Assignor's entire right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) All of the Intellectual Property Rights;

(ii) All of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application included in the Intellectual Property Rights;

(iii) all products and proceeds of the Intellectual Property Rights including, without limitation, any claim by Assignor against third parties for past, present or future infringement or dilution of any Intellectual Property Rights for injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License; and

(iv) all products and proceeds of the Intellectual Property Rights including, without limitation, license royalties and proceeds of infringement suits.

(b) Upon the full satisfaction of all of the Obligations, this Assignment shall terminate and upon Assignor's written request and at Assignor's cost and expense, Assignee shall execute and deliver such instruments and agreements as may be necessary or proper to transfer to Assignor full title to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

(c) The assignment made hereby shall be subject to Assignor's receipt of the Advance from Assignee in immediately available funds, in the lawful money of the United States of America, on or before 5:00 p.m. on March 11, 1998.

2. Certain Representations and Warranties.

All of Assignor's representations and warranties to Assignee set forth in the Letter of Intent and the License Agreement (when and if executed) are incorporated herein by this reference as if set forth at length herein. Assignor further represents and warrants to Assignee that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents and Trademarks is valid and enforceable and Assignor has notified Assignee in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) Subject to the Existing Assignment Agreements, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Patent and Trademark Collateral, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assuming the execution of the Intercreditor Agreement, Assignor has the unqualified right to enter into this Assignment and perform its terms and comply with the covenants herein contained.

3. License.

Unless and until there shall have occurred and be continuing an Event of Default, Assignee hereby grants to Assignor the exclusive, non-transferrable right and license to use the Patent and Trademark Collateral on and in connection with products manufactured and/or sold by Assignor, for Assignor's own benefit and account and for none other (the "License"). Assignor shall not sell, assign, encumber or convey the License or grant any sublicense under or pursuant to the License without the prior written consent of Assignee and any sale, assignment, encumbrance or conveyance without the Assignee's prior consent shall be null, void and without effect. Upon the occurrence of an Event of Default, the License shall be null, void and without further effect.

4. Covenants of Assignor.

(a) Assignor (either itself or through permitted licensees) will:

(i) maintain as in the past the quality of products and services offered under each Trademark;

(ii) employ each registered Trademark with the appropriate notice of registration;

(iii) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark;

(iv) not use any Trademark except for the uses for which registration or application for registration of such Trademark has been made; and

(v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Assignor will not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated, unless Assignor determines that it is commercially reasonable to do so and Assignee, upon written notification, accompanied by written explanation, agrees with such determination, which agreement shall not be unreasonably withheld.

(c) Assignor shall notify Assignee immediately if Assignor knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Assignor's ownership of any Patent or Trademark, Assignor's right to register the same, or to keep and maintain the same.

(d) Assignor will take all necessary steps including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration and to maintain each registration of any Patent and Trademark) including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted by Assignee). Assignor shall not, however, be required to maintain or pursue any application which, in Assignor's judgment, is not commercially reasonable to maintain or pursue. Before refraining from taking steps to maintain or pursue any application, Assignor will notify Assignee in writing of its intention to do so accompanied by written explanation, and will obtain Assignee's consent to do so, which consent shall not be unreasonably withheld by Assignee.

(e) If any of the Patent and Trademark Collateral is infringed, misappropriated or diluted by a third party, Assignor shall notify Assignee promptly after Assignor learns thereof and shall, unless Assignor shall determine that it is not commercially reasonable do so, and Assignee shall agree with such determination, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as Assignor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(f) Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or Assignee of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patent and Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Patent and Trademark Collateral to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable throughout the term of this Assignment.

(g) Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit to its own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including legal fees, incurred by Assignee pursuant to this Subparagraph (g).

(h) No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under any other agreement between Assignor and Assignee and/or any of the Buyers shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(i) All of Assignee's rights and remedies with respect to the Patent and Trademark Collateral, whether established hereby or by or the Letter of Intent or the License Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

(j) The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment in any jurisdiction.

(k) The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

(l) The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Connecticut.

(m) The parties acknowledge that it is their intention to file a copy of this Assignment with the United States Department of Commerce Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Patents and Trademarks be duly executed by their officers thereunto duly authorized as of the date and year first written above.

NETVALUE, INC.

By: Michael

Michael A. Clark, President

Michael

Michael A. Clark, for himself

IQ VALUE, L.L.C.

By: _____

Gary Blau, Manager

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NETVALUE, INC.

By: Michael A. Clark, President

Michael A. Clark for himself

IQ VALUE L.L.C.

By: 
Garry Blau, Manager

SCHEDULE A

Trademark, Trademark Registration and Trademark Applications

Registered

<u>Reg. No.</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Publication</u>
			<u>Date</u>

NONE

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date of Application</u>
COUPONS ONLINE and Design	74/666,559	Notice of allowance issued May 28, 1996; extension to file a Statement of Use granted on January 8, 1998
I-VALUE	75/415,133	January 8, 1998
NETVALUE	75/415,131	January 8, 1998
netValue and Design	75/415,132	January 8, 1998
INTERNET MARKETING AND RESEARCH INSTITUTE	75/415,130	January 8, 1998

SCHEDULE B

Trademark Licenses

NONE

SCHEDULE C

Patents, Patent Applications and Patent Licenses

Patents

NONE

Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Application for Letters Patent: "Method and System for Electronic Distribution of Product Redemption Coupons"	08/425,185	April 19, 1995.

STATUS: Preparing a response to final Office action.

Continuation-in-Part patent application
Serial No.: 08/425, 185

Finalizing disclosure tot forward
to patent counsel for preparation
and filing in the United States
Patent and Trademark Office.

Patent Licenses

NONE